
INVITATION FOR BIDS #2016051

Pneumatic Tire Lift Truck w/Rotator Attachment – 18,000 lb. Capacity

August 27, 2015

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Mesa (City) until **3:00 PM, Local Time, September 21, 2015** to provide a **Pneumatic Tire Lift Truck with Rotator Attachment – 18,000 lb. capacity**.

Brief Description: This Invitation for Bids is for the purchase of one (1) Pneumatic Tire Lift Truck with Rotator Attachment, 18,000 lb. capacity at 24" load center, to be used in a container bin maintenance operation.

NOTE: All vendors wishing to conduct business with the City are required to register and maintain all information used for the notification of bid opportunities and issuance of payment in the Vendor Self Service (VSS) system. For more information and to register go to <http://mesaaz.gov/business/purchasing/vendor-self-service> .

Bids must be in accordance with the provisions, specifications and instructions set forth herein and will be received by Purchasing until the above noted time, when they will be publicly acknowledged and accepted.

Bid packets, any attachments and addenda are available for download at <http://mesaaz.gov/business/purchasing> .

Please read the entire solicitation package and submit the bid in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the bid.

Mesa's Procurement Policies and Rules are available on the Purchasing Division's website at <http://mesaaz.gov/business/purchasing>.

Questions concerning this solicitation should be directed, IN WRITING, to the following project contacts or their designees:

Technical Questions:

Darryl Woodson, CPPB

Procurement Officer

Purchasing

Fax: (480) 644-2655

Darryl.Woodson@MesaAZ.gov

General or Process Questions:

Cyndi Gonzales

Procurement Specialist

Purchasing

Fax: (480) 644-2655

Cyndi.Gonzales@MesaAZ.gov

INSTRUCTIONS

- i.1 **VENDOR QUESTIONS:** All questions regarding the contents of this solicitation, and solicitation process (including requests for ADA accommodations), shall be directed solely to the Project Contacts listed on Page 1 or designees or the Purchasing Administrator. Questions should be submitted in writing via letter, fax or email. Questions received less than seven (7) calendar days prior to the due date and time may be answered at the discretion of the City.
- i.2 **ADDENDA/CLARIFICATIONS:** Any changes to the specifications will be in the form of an addendum. Addenda are posted on the City website no less than five (5) days prior to the Due Date. **Vendors are cautioned to check the Purchasing Website for addenda and clarifications prior to submitting their bid.** The City cannot be held responsible if a vendor fails to receive any addenda issued. The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City. Failure to acknowledge receipt of an addendum may result in disqualification of a bid.
- i.3 **VENDOR CONFERENCE / SITE VISIT:** ☐ Yes ☒ No
- i.4 **DUE DATE & TIME FOR SUBMISSION AND OPENING:**
Date: September 21, 2015
Time: 3:00 P.M. (Local Time)

The City will open all bids properly and timely submitted, and will record the names and other information specified by law and rule. All bids become the property of the City and will not be returned except in the case of a late submission. Results, as read at the bid opening, will be posted on the City website. Once a contract has been executed by the City, bids are available for inspection by contacting Purchasing.
- i.5 **BID FIRM TIME:** 120 days from Opening

Bid shall remain firm and unaltered after opening for the number of days shown above. The City may accept the bid, subject to successful contract negotiations, at any time during this time.
- i.6 **BID SECURITY:** ☐ Yes \$ 0.00 ☒ No

PERFORMANCE SECURITY: ☐ Yes \$ 0.00 ☒ No
- i.7 **SUBMIT BIDS TO:** Use label at the end of this solicitation package

City of Mesa
Attn: Purchasing
20 E. Main St., Suite 400
Mesa, AZ 85201

Bids will be received publicly at this address. Bidders may mail or hand-deliver bids. E-mail or fax submissions will not be accepted.

No responsibility will attach to the City of Mesa, its employees or agents for premature opening of a bid that is not properly addressed and identified.
- i.8 **LATE BIDS.** The bidder assumes responsibility for having the bid delivered on time at the place specified. All bids received after the date and time specified shall not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in handling of the mail by employees of the City of Mesa, or any private courier, regardless whether sent by mail or by means of personal delivery. You must allow adequate time to accommodate all registration and security screenings at the delivery site. A valid photo I.D. may be required. It shall not be sufficient to show that you mailed or commenced delivery before the due date and time. All times are Mesa, Arizona local times. The bidder agrees to accept the time stamp in the City Purchasing Office as the official time.

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- i.9 **LOBBYING PROHIBITION.** Any communication regarding this solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from this solicitation and the City, including but not limited to the City Council, employees, and consultants hired to assist in the solicitation, is prohibited.

This prohibition is imposed from the time of the first public notice of the solicitation until the City cancels the solicitation, rejects all responses, awards a contract or otherwise takes action which ends the solicitation process. This section shall not prohibit public comment at any City Council meeting, study session or Council committee meeting.

This prohibition shall not apply to vendor-initiated communication with the contact(s) identified in the solicitation or City-initiated communications for the purposes of conducting the procurement including but not limited to pre-bid conferences, clarification of responses, presentations if provided in the solicitation, requests for Best and Final Proposals, contract negotiations, protest/appeal resolution, or surveying non-responsive vendors.

Violations of this provision shall be reported to the Purchasing Administrator. Persons violating this prohibition may be subject to a warning letter or rejection of their response depending on the nature of the violation.

- i.10 **LAWFUL PRESENCE IN THE UNITED STATES.** Arizona Revised Statutes §1-502 requires that all Persons who will be awarded a contract (a Public Benefit as defined in 8 USC Section 1621) must demonstrate they are lawfully present in the United States. Person is defined as a Natural person and therefore excludes Limited Liability Companies, Corporations or Partnerships as indicated on your W-9 form.

Individuals or Sole Proprietorships must complete the affidavit in the "Vendor Information" section of this solicitation. Offers that fail to provide a completed affidavit and any required attachments may be deemed non-responsive.

- i.11 **COMMENCEMENT OF WORK.** If bidder begins any billable work prior to the City's final approval and execution of the contract, bidder does so at its own risk.

- i.12 **RESPONSIBILITY TO READ AND UNDERSTAND.** Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If a vendor suspects an error, omission or discrepancy in this solicitation, the vendor must immediately and in any case not later than seven (7) business days in advance of the due date notify the contact on page 1. The City is not responsible for and will not pay any costs associated with the preparation and submission of the bid. Bidders are cautioned to verify their bids before submission, as amendments to or withdrawal of bids submitted after time specified for opening of bids may not be considered. The City will not be responsible for any bidder errors or omissions.

- i.13 **FORM AND CONTENT OF BIDS.** Unless otherwise instructed or allowed, bids shall be submitted on the forms provided. An original and the designated number of copies of each bid are required. Bids, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. Please line through and initial rather than erase changes. If the bid is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The City may require that bids be submitted on CD or thumb drive. The bid must provide all information requested and must address all points. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the bid.

- i.14 **SPECIFICATIONS.** Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered upon showing the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.

Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product meets the minimum standards or is equal to the

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brand name product, is on the bidder. The City reserves the right to reject bids that the City deems unacceptable.

- i.15 **MODIFICATION / WITHDRAWAL OF BID.** Written requests to modify or withdraw the bid received by the City prior to the scheduled opening time will be accepted and will be corrected after opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the bid and marked as a MODIFICATION or WITHDRAWAL of the bid. Requests for withdrawal after the bid opening will only be granted upon proof of undue hardship and may result in the forfeiture of any bid security. Any withdrawal after the bid opening shall be allowed solely at the City's discretion.
- i.16 **DEBARMENT DISCLOSURE.** If the vendor submitting this bid has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the bidder shall include a letter with its bid identifying the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided. A bid from a bidder who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- i.17 **RESERVATIONS.** The City reserves the right to reject any or all bids or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible bids; to reject unbalanced bids; to reject bids where the terms, prices, and/or awards are conditioned upon another event; to reject individual bids for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities or form errors in any bid. The City may seek clarification of the bid from bidder at any time, and failure to respond is cause for rejection. Submission of a bid confers on bidder no right to an award or to a subsequent contract. The City is charged by its Charter to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.
- i.18 **OFFICIAL SOLICITATION DOCUMENT.** Changes to the solicitation document made by a bidder may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification unless specifically acknowledged and agreed to by the City. The copy maintained and published by the City shall be the official solicitation document.
- i.19 **COPYING OF BIDS.** Bidder hereby grants the City permission to copy all parts of its bid, including without limitation any documents and/or materials copyrighted by the bidder. The City's right to copy shall be for internal use in evaluating the proposal.
- i.20 **CONTRACTOR ETHICS.** It is the policy of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Respondents and Contractors.

To achieve the purpose of this Article, it is essential that Respondents and Contractors doing business with the City also observe the ethical standards prescribed herein. It shall be a breach of ethical standards to:

- a. Exert any effort to influence any City employee or agent to breach the standards of ethical conduct.
- b. Intentionally invoice any amount greater than provided in Contract or to invoice for Materials or Services not provided.
- c. Intentionally offer or provide sub-standard Materials or Services or to intentionally not comply with any term, condition, specification or other requirement of a City Contract.

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- i.21 **GIFTS.** The City will accept no gifts, gratuities or advertising products from bidders or prospective bidders and affiliates. The City may request product samples from vendors for product evaluation.
- i.22 **PROTESTS AND APPEALS.** If a Respondent believes there is a mistake, impropriety, or defect in the solicitation, believes the City improperly rejected its proposal, and/or believes the selected proposal is not in the City's best interests, the Respondent may submit a written protest. All protests and appeals are governed by the City of Mesa Procurement Rules ("Procurement Rules"). Please see the Procurement Rules for more information; if there exists any discrepancy in this Section i.22 and the Procurement Rules, the language of the Procurement Rules controls.

Protests based upon alleged mistake, impropriety, or defect in a solicitation that is apparent before the bid opening must be filed with the Procurement Officer no later than 6:00 p.m. four (4) calendar days before Bid Opening. Protests that only become apparent after the Bid Opening must be filed within the earlier of seven (7) calendar days after: (i) the protestor knows or should have known the basis of the protest; or (ii) the date the City issues a Notice of Intent to Award. Protests that only become apparent after the City issues a Notice of Intent to Award must be filed within seven (7) calendar days after the protestor knows or should have known the basis of the protest; however, no protest may be filed later than seven (7) calendar days after contract execution.

A protestor must file the protest with the Procurement Officer. Only written protests submitted in accordance with the Procurement Rules, within the time allowed, that are based on legal and/or factual grounds will be considered. The Procurement Officer will issue a written decision.

A protestor has the right to appeal the decision of the Procurement Officer to the City Manager or designee. Appeals must be filed with the Chief Procurement Officer within seven (7) calendar days after the date the decision is received by the protestor. The appeal must be in accordance with the Procurement Rules and be based on factual or legal errors in the Procurement Officer's decision, not simply a disagreement with that decision.

The City Manager or designee will review the record and all documents submitted to the Procurement Officer to determine whether the decision should be sustained. The City Manager, at his/her sole discretion, has the option of referring the appeal to a hearing officer. The City Manager or designee will issue a written response to the appeal and this determination is final.

Protest and appeal responses will be made by the City in a timely manner. The Procurement Officer will have the sole discretion to stay the contract process until a protest or appeal is resolved. Concerns raised seven (7) calendar days or more after execution of the contract are not subject to this protest/appeal process. Protests and appeals that do not follow the processes contained in this section will be rejected.

ADDRESS PROTESTS TO:

Matt Bauer
Procurement Administrator
20 East Main Street, Suite 400
PO Box 1466
Mesa, Arizona 85211-1466
Fax: (480) 644-2655

ADDRESS APPEALS TO:

Edward Quedens
Chief Procurement Officer, Business Services Director
20 East Main Street, Suite 450
PO Box 1466
Mesa, Arizona 85211-1466
Fax: (480) 644-2687

INSTRUCTIONS – EVALUATION

- i.23 **EVALUATION PROCESS.** Bids will be reviewed by a screening committee comprised of City employees and/or authorized agents. The City staff may or may not initiate discussions with bidders for clarification purposes. Clarification is not an opportunity to change the bid. Bidders shall not initiate discussions with any City employee or official.
- i.24 **PRESENTATIONS/INTERVIEWS.** The bidder must provide a formal presentation/interview upon request.
- i.25 **CRITERIA FOR EVALUATION AND AWARD.** The City evaluates three categories of information: responsiveness, responsibility, and price. All bids must meet the following responsiveness and responsibility criteria.
- a) Responsiveness. The City will determine whether the bid complies with the instructions for submitting bids including completeness of bid which encompasses the inclusion of all required attachments and submissions. The City must reject any bids that are submitted late. Failure to meet other requirements may result in rejection.
 - b) Responsibility. The City will determine whether the bidder is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced bids, past performance, references (including those found outside the bid), compliance with applicable laws-including tax laws, bidder's record of performance and integrity - e.g. has the bidder been delinquent or unfaithful to any contract with the City, whether the bidder is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A bidder must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet and/or any generally available industry information. The City reserves the right to inspect and review bidder's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.
 - c) Price. We will then evaluate the bids that have met the requirements above.
 - d) Those vendors supplying quotes, bids or proposal who have Mesa Transaction Privilege Tax license and who would be charging Mesa City TPT on the invoice if awarded, will have 1.75% removed from the taxable (item(s) for the purpose of award evaluation. Awarded vendors shall charge the full amount of tax on their invoice(s).

This consideration does not apply to:

- Construction procurements or any other procurement done using Arizona Revised Statutes Title 34 processes.
- Purchases using Federal or other funds where the agreement that provided the funds precludes any local consideration or preference.

- i.26 **COST JUSTIFICATION.** In the event only one response is received, the City may require that the bidder submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the bid price is fair and reasonable.
- i.27 **CONTRACT NEGOTIATIONS AND ACCEPTANCE.** Bidder must be prepared for the City to accept the bid as submitted. If bidder fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject bid or revoke the award, and may begin negotiations with another bidder. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.
- i.28 **NOTICE OF INTENT TO AWARD.** Notices of the City's intent to award a Contract are posted to the Purchasing Division's website before 6:00 PM local time on Wednesdays. If Wednesday is a holiday observed by the City, Notice will be posted on Tuesday.

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It is the bidder's responsibility to check the City of Mesa's Purchasing website at <http://mesaaz.gov/business/purchasing> to view Purchasing's Intent to Award notices. This is the only notification you will receive regarding the City's intent to award a contract related to this solicitation.

STANDARD TERMS AND CONDITIONS

- S.1 **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
- S.2 **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
- S.3 **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.
- S.4 **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- S.5 **NO THIRD PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
- S.6 **NON-EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
- S.7 **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
- S.8 **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
- S.9 **COMPLIANCE WITH APPLICABLE LAWS.**
- a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.
 - b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel,

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and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
- (i) As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
 - (ii) A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - (iii) The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.
 - (iv) The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.
 - (v) Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).
- d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.
- e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to the City.

S.10 **SALES/USE TAX, OTHER TAXES.**

- a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.
- b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.

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- S.11 **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.
- S.12 **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.
- S.13 **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.
- S.14 **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.
- S.15 **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.
- S.16 **DEFAULT.**
- a. A party will be in default if that party:
 - (i) Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
 - (ii) Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
 - (iii) Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or
 - (iv) Fails to carry out any term, promise, or condition of the Agreement.
 - b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.
 - c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.
 - d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no

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written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.

- S.17 **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:
- The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
 - The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.
 - The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
 - Neither party will be liable for incidental, special, or consequential damages.
- S.18 **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
- S.19 **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.
- S.20 **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
- S.21 **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.
- S.22 **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.
- S.23 **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
- S.24 **INDEMNIFICATION/LIABILITY.**

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- a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement.
 - b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
 - c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.
- S.25 **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.
- Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.
- S.26 **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.
- S.27 **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.
- S.28 **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.
- S.29 **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.
- S.30 **PROHIBITED ACTS.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.

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- S.31 **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
- S.32 **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
- S.33 **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.
- S.34 **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.
- S.35 **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.
- S.36 **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).
- S.37 **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.
- S.38 **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

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The City currently holds Intergovernmental Governmental Agreements (IGA) with numerous governmental entities. These agreements allow the entities, with the approval of Contractor, to purchase their requirements under the terms and conditions of this Agreement.

A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors and their employees will not provide services on school district properties until authorized by the school district.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

- S.39 **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.
- S.40 **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.
- S.41 **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Maricopa County, Arizona.
- S.42 **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.
- S.43 **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
- S.44 **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
- S.45 **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.
- S.46 **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to Arizona Revised Statutes Sections 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a

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grant, contract or loan) must demonstrate his or her lawful presence in the United States. As the Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes as applicable.

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CONTRACT WILL BE IN FORCE FOR TWO YEARS FROM PURCHASE ORDER DATE

During the sixty (60)-day period prior to each annual anniversary of the contract effective date, the Bidder may submit a written request that the City increase the prices in the amount no more than the twelve month change in the **Producer Price Index for 336120**, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/ppi/home.htm>).

The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld. Renewal prices shall be firm for at least one (1) year, and may be adjusted thereafter as outlined in the previous paragraph.

1. **BIDDER QUALIFICATIONS.** All Bidders must be licensed to sell and deliver vehicles and equipment in the State of Arizona.
2. **DEVIATION FROM SPECIFICATIONS.** No significant or material deviation from the terms of this specification is acceptable.
3. **SHIPPING TERMS.** Bid prices shall be F.O.B. destination, Fleet Services Department, 310 E 6th Street, Mesa Arizona 85201. Bidder shall retain title and control of all goods until they are delivered and acceptance has been made. All risks of transportation and related charges shall be the responsibility of the Bidder. The Bidder shall file all claims for visible or concealed damage. Fleet Services will notify the Bidder promptly of any damaged goods and assist the Bidder in arranging for inspection.
4. **DELIVERY/INVOICING.** Bidders deliver the equipment within the time frame bid. The Bidder shall be responsible for delivery of all equipment in a complete and ready-for-use condition with all components functioning, cleaned, tested, lubricated, and serviced. Equipment delivered shall be free of decals or emblems identifying or advertising the Bidder. Safety decals or the standard identification of a manufacturer is acceptable.

If the technical specification specifies 10% retention through the warranty period (refer to items #6 and #7) Two separate invoices must be presented, **one for 90% of the purchase price (plus tax) and one invoice for the 10% retention (plus tax)**. Both invoices will be presented at time of delivery, Fleet Services will submit the 90% invoice for immediate payment and submit the 10% retention invoice when final acceptance is granted (see item #8)

The Bidder shall be responsible for ensuring the delivery performance of subcontractors.

Delivery shall be between the hours of 8:00 a.m. and 12:00 noon or 2:00 p.m. and 4:00 p.m., Monday through Friday (excluding holidays), to the Fleet Services Facility, 310 E 6th Street, Mesa Arizona 85201. The vehicle(s) shall be prepared for immediate use including not less than one quarter (1/4) tank of fuel. Vehicles delivered with less than 1/4 tank of fuel will be refused.

Documents to be presented at the time of delivery shall include the following:

- One (1) Title/registration application for each unit delivered.
- One (1) Manufacturer's window sticker with price and option information. **Do not leave the sticker on the vehicle door glass.**
- One (1) Dealer's invoice with a typed VIN, purchase order number, and dealer's stock number.
- One (1) Manufacturer's "Statement of Origin" for each unit delivered with a typed assignment as follows:

City of Mesa
Fleet Services Department
P.O. Box 1466
Mesa, AZ 85211-1466

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- One (1) Certified weight slip for any unit that has had body modifications or body mounted to chassis, etc. The weight slip must reflect the tare weight and **fully loaded weight**. FSS will reject any vehicle that will not legally load (GVWR) to specification.
- One (1) List of parts (including price) required to perform yearly preventive maintenance inspections as well as routine maintenance.

Items to be presented at the time of delivery shall include the following:

- One (1) Complete set of filters to be supplied (with each unit) for the complete vehicle including filters for all accessories and sub-assemblies.

Documents to be delivered PRIOR TO DELIVERY OF THE LAST UNIT (Delivery shall not be considered complete until the City is in receipt of the manuals) shall include:

- Two (2) sets each of the parts illustration with part numbers manual, operator's manual, operators video, and service manual; in either book form or by CD (if available), shall be provided for each unit purchased by City of Mesa. If multiple units are purchased, a TOTAL of only two (2) copies are needed per purchase
- Two (2) sets of complete wiring schematics shall be supplied as a part of each manual. All schematics shall be clear and legible.
- Two (2) sets of line-setting tickets/cards shall be provided for each unit.
- One (1) set of vehicle operator, pre-trip inspection, and safety videos (if available) shall be provided.
- If the vehicle is equipped with auxiliary equipment, two (2) sets each of the parts illustration with part numbers manual, service manuals, and video (if available) in either book form or CD (if available) shall be furnished with each system.

The manuals and schematics supplied shall provide complete and comprehensive information on all equipment, equipment components, and accessories as supplied to comply with this Specification. If changes, modifications, additions, or alterations of any kind are made on the equipment, the Bidder shall provide blueprints, line drawings, and descriptive text sufficient to allow one of average skill in general mechanics to diagnose, repair, and maintain the equipment and all components.

On equipment assembled from manufactured components, the parts manuals shall show the manufacturer of each part and all cross-referencing between the Bidder and manufacturer.

The City of Mesa shall have the right to reproduce any material for City of Mesa educational purposes only.

All books, CD's, and manuals shall be delivered to the City of Mesa prior to delivery of the last unit. Delivery shall not be considered complete until the City of Mesa is in receipt of all books and manuals.

5. **ACCEPTANCE.** Each item delivered shall be subject to a complete inspection by Fleet Services prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to Specification, mechanical integrity, quality, workmanship, and materials. Thirty-(30) calendar days shall be allowed for this process. If a problem or discrepancy is found, the dealer shall retrieve the vehicle within two (2) business days of notification for correction/repairs and redeliver said vehicle as soon as the repairs are complete.

Certified weight slip shall be presented for any unit that has had body modifications or body mounted to chassis, etc. The weight slip must reflect the tare weight and **fully loaded weight**. Fleet Services will reject any vehicle that does not meet advertised capacity and/or will not legally load (GVWR) to specification.

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6. **ACCEPTANCE TESTING – PAYMENT RETENTION**

Upon and after delivery, the City shall fully test each vehicle for thirty (30) days in order to determine final acceptance. Such tests shall allow the City to completely and accurately assess whether each vehicle, including all parts, equipment, materials, and functions, meets the requirements set forth in the contract documents.

The City reserves the right to test each function more than once during this thirty (30)-day acceptance testing time period. If the City determines or finds a problem or failure with all or any part of a vehicle, the contractor shall be obligated to replace, correct, or fix any problem or failure.

7. **FINAL ACCEPTANCE, TESTING**

Final acceptance shall be evidenced by the City's written certification to Bidder that all vehicles, parts and components have been successfully delivered and installed by the Bidder, are operational and inspected and accepted by the City. The acceptance of such items shall be based on the items meeting, to the satisfaction of the City, the acceptance standards set forth in the contract document.

The items provided under this contract document shall meet all of the following standards:

- (i) All components shall be in good working order and operational upon Final Acceptance.
- (ii) All components shall be supplied from Bidder.
- (iii) All model and/or parts shall consist of the highest quality materials.
- (iv) All components shall be in good, undamaged condition.

The vehicle(s), to pass the final acceptance test, must operate free from defects during the test. "Free From Defects" means that the vehicle(s) operates in accordance with requirements set forth in, or delivered pursuant to, the specification.

8. **CERTIFICATION OF FINAL ACCEPTANCE**

The vehicle(s) shall require a certification of Final Acceptance. Such certification shall evidence that the Contractor has completed the vehicle(s) in accordance with the specification and the vehicle(s) have been inspected, tested and accepted by the City. The date certification of Final Acceptance is executed by the City shall be the Final Acceptance Date. All Warranty Periods shall begin upon the Final Acceptance Date.

9. **CHANGE ORDERS**

No changes shall be made pursuant to the specification without a properly executed change order. Changes in the vehicle specifications, delivery schedule or vehicle parts may be made pursuant to a written change order signed by Peter Scarafiotti, Automotive Engineer. The Automotive Engineer, must sign any change order which modifies the total contract price. No changes shall be made to the vehicle(s) or parts without a properly executed change order.

10. **INSPECTION, TESTING AND REJECTION**

All items, including, without limitation, vehicles, parts, materials, and components shall be subject to inspection and testing by the City upon delivery. If any items are defective in material or workmanship or otherwise not in conformity with the requirements of this specification, the City shall have the right to require their correction or to require replacement. Items that have been rejected or required to be corrected shall be removed or, if permitted by the City, corrected in place by and at the expense of Bidder promptly after notice. Such items shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Bidder fails to remove promptly such items required to be removed, or to replace or correct promptly such items required to be removed, replaced, or corrected, Bidder shall be in default under this specification. In addition to, and not in lieu of, any rights that the City may have under this Contract Document or otherwise as a result of such default, the City, at its sole discretion, may either:

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- (i). Accept delivery of the defective items and charge Bidder costs incurred or deduct from amounts due Bidder the costs incurred by the City for such correction; or
- (ii) Charge Bidder the total cost incurred by the City; or
- (iii) Require the delivery of such items at a reduction in price that is equitable under the circumstances.

All inspections and tests by the City shall be performed in such a manner as not to unduly delay the final acceptance of the vehicle(s). With respect to rejected items, the City shall not be liable for any reduction in value of such rejected items used in connection with such inspection or test. Failure to inspect or reject items shall not relieve Bidder of responsibility for items that are not in accordance with the requirements of this contract document, nor impose any liability on the City for any reason. Inspection and testing of any item does not relieve Bidder from any responsibility regarding defects that may be discovered prior to Final Acceptance or during all warranty periods.

- 11. **TRANSPORT.** The Bidder shall be fully responsible for the transport of the equipment to and from Fleet Services, 310 E 6th Street, Mesa Arizona 85201 for installation and correction of items or workmanship not in compliance with the specification. The Bidder shall be responsible for any loss of or damage to City of Mesa property while such property is in Bidder's possession and/or subject to Bidder's control.
- 12. **CANCELLATION.** Failure to provide materials, supplies, or instruments in accordance with specifications or failure to meet stated delivery commitments may be cause for *immediate* cancellation of the contract.
- 13. **WARRANTY.**
 - A. All equipment purchased on this bid shall be purchased from one (1) Bidder. That one Bidder shall be fully responsible for all warranty performance relating to any part or component of the purchased equipment regardless of who installed the component.
 - B. The Bidder's responsibility shall include all warranty involving a Sub Contractor.
 - C. The Bidder shall supply a minimum 36-month warranty on all parts and workmanship on chassis and vocational body and equipment, from the initial in-service date as reported by the Fleet Services Department. The Contractor shall further guarantee the vehicle / equipment supplied complies with all applicable State/Federal laws and regulations in effect at the time of delivery.
 - D. The Bidder shall state in writing any additional duration of their warranty that goes above and beyond the minimum requested warranty stated in C above. This shall include any applicable limitations or conditions.
 - E. Any Bidder that wishes to bid on vehicles/equipment for the City of Mesa must have an *authorized* warranty dealer who can perform warranty repairs within a fifty (50)-mile radius of Fleet Services, 310 E 6th Street, Mesa Arizona 85201. If no authorized dealer is available and Fleet Services chooses to purchase said equipment, Fleet Services may perform the warranty repairs during the term of warranty agreement.
 - F. The Bidder will establish the City of Mesa, Fleet Services Department as a warranty repair station. The City will repair only items that would cause needless downtime. All large engine and transmission warranty repairs will be referred to the Contractor for resolution in a timely manner. The contractor will reimburse the City for all repairs at \$85 per hour.
 - G. All sublet repairs will be billed to the Contractor by Fleet Services.

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H. Warranty claim payment will be made by the Bidder to: City of Mesa, Fleet Services Department, P.O. Box 1466, Mesa, AZ 85211-1466. Payment will be submitted within thirty (30) days from receipt of invoice.

14. **DESCRIPTIVE LITERATURE.** All bidders must submit complete manufacturers' descriptive literature regarding the equipment they propose to furnish. The literature shall be sufficient in detail in order to allow a full and fair evaluation of the bid submitted. Failure to include this information may result in the bid being rejected.

All modifications made to the standard production unit described in the manufacturer's brochures must be certified by the manufacturer and submitted with the bid, or the bid will be deemed "non-responsive" and rejected without further review.

15. **BRAND NAMES OR EQUAL.** The brand name or equal specification used in this solicitation is for the purpose of describing the standard of quality, performance, and characteristics desired and are not intended to limit or restrict competition. Any offer that proposes equal quality, design, or performance will be considered if the product offered is identified in the bid (including sufficient technical information) and determined by Fleet Services to be equal in all material respects to the brand name product referenced in the bid. Decisions of functional equivalency will be at the sole interpretation and discretion of the City of Mesa. A blanket statement that equipment proposed will meet all requirements will not be sufficient to establish equivalence.

16. **TRAINING (General).** The Bidder shall train operators in the complete operation of the equipment to the satisfaction of City. If the unit is a combination package, all subcontractors associated with the unit must be present for their portions of training. Bidder will assist the City of Mesa in the training of mechanics for the repair of this equipment and shall supply the City of Mesa and/or mechanics with repair bulletins and/or manuals. Since the City of Mesa mechanics have basic skills, this training shall be more specifically applied to all special items on said equipment. If Bidder's training cannot be accomplished at a City of Mesa facility, the Bidder shall provide (at their cost) transportation, registration, lodging, and subsistence associated with the training. This will include up to six (6) technicians. The Bidder shall allow thirty (30) days scheduling time for Fleet Management to schedule appropriate employees for training. Training shall be provided according to the following outline.

17. **TECHNICIAN TRAINING.**
- A. Technical Manuals
 - B. Vehicle Familiarization
 - Description of systems and components
 - Maintenance services and lubrication
 - Vehicle operation
 - Warranty specification and requirements
 - C. Engine (if equipped)
 - Operation
 - Maintenance services and lubrication
 - Engine controls (manual, electronic), if equipped
 - Shut-down, computer controls, troubleshooting, if equipped
 - Cooling system
 - Oil filtration system
 - Ignition system (diagnosis, repair and troubleshooting)
 - Fuel system (diagnosis, repair and troubleshooting)
 - EFI/PFI, if equipped
 - D. Transmission (if equipped)
 - Description of systems and components
 - Operation

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- Maintenance services and lubrication
- Service requirements (proper method and intervals)
- Controls (manual, electronic, if equipped)
- Integrated emergency warning system
- PTO (operation, maintenance services, repair and troubleshooting), if equipped
- Split shaft PTO operation, if equipped
- E. Brakes and Air Supply System
 - Description of systems and components
 - Operation
 - Maintenance services and lubrication
 - Service requirements (proper method and intervals)
 - Repair and component replacement (brakes and air system)
 - Warning devices and troubleshooting
 - Anti-lock system if equipped
- F. Body and Components
 - Lubrication and service requirements
 - Adjustments (compartment doors, lids and covers)
- G. Hydraulic Systems (if equipped)
 - Description of systems and components
 - Operational controls (manual, electronic and automatic sequencing)
 - Maintenance services, repair and lubrication
 - Troubleshooting
 - System diagnosis
- H. Complete Electrical Components
 - Troubleshooting and repair

18. OPERATOR TRAINING

- A. Vehicle Familiarization
 - Description of systems and components
 - Maintenance services and lubrication
 - Vehicle operation
- B. Engine (if equipped)
 - Operation
 - Engine controls (manual, electronic), and shut down
- C. Transmission (if equipped)
 - Description of systems and components
 - Operation
 - Controls (manual, electronic, if equipped)
 - Integrated emergency warning system
 - PTO (operation, maintenance services, repair and troubleshooting), if equipped
- D. Brakes and Air Supply System
 - Description of systems and components
 - Operation
 - Maintenance services and lubrication
 - Service requirements (proper method and intervals)
 - Warning devices and troubleshooting
 - Anti-lock system if equipped
- E. Body and Components
 - Lubrication and service requirements
- F. Hydraulic Systems (if equipped)
 - Description of systems and components
 - Operational controls (manual, electronic and automatic sequencing)
 - Maintenance services, repair and lubrication.

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19. **NEW EQUIPMENT.** All equipment supplied pursuant to this Specification shall be new, unused, current production models equipped as described in the manufacturer's published literature and specification sheets. The bidder on the submittals shall note any variation between the equipment bid and OEM literature and specification sheets. The equipment specified herein shall be equipped with those items normally supplied in the stream of commerce. Any item(s) not specifically mentioned shall not be interpreted as not requested. Specifications are intended to set minimum levels of quality and/or suitability.
20. **IDENTICAL UNITS.** When equipment is purchased in quantities greater than one, each unit shall be identical in all aspects of design and manufacture unless specifically stated in the technical portion of the specification.
21. **PARTS AVAILABILITY.** Since the continuous operation of the City of Mesa's equipment is important and sometimes of an emergency nature, the successful bidder must be in a position to render prompt parts support. The availability of normal wear items (filters, belts, hoses, and cutting edges) shall not exceed one (1) working day. The parts inventory shall be of sufficient size and variety to offer a level of availability of 95% of all parts within two (2) working days after the date of City of Mesa order. The successful bidder shall maintain and/or have access to a parts inventory that can meet the City of Mesa's delivery requirements. Submission of this bid shall constitute a guarantee by the bidder that a complete stock of replacement parts for the specified equipment is available and the bidder is in agreement with this provision.
22. **SERVICE. The successful bidder agrees to the following Fleet Services requirements:**
- A. The equipment Bidder or manufacturer must be capable of providing repair parts and supply support for a minimum period of five (5) years after purchase of the unit(s) offered.
 - B. The equipment Bidder and manufacturer must provide technical support and reasonable equipment modification at no cost to the City of Mesa for a period of ninety (90) calendar days after the City of Mesa's acceptance of the purchased unit(s) to ensure the equipment is capable of performing to the City of Mesa's intended operational functions.
23. **TITLE.** Vehicles are to be titled to:
- City of Mesa
Fleet Services Department
PO Box 1466
Mesa, AZ 85211-1466
24. **WORKMANSHIP.** Vehicles shall be free from defects that may impair their serviceability or detract from appearance.
- A. Whenever dissimilar metals are used, they shall be insulated against corrosive action.
 - B. All components will be new. Defective components shall not be furnished. Parts, equipment, and assemblies that have been repaired or modified to overcome deficiencies shall not be furnished without the approval of the City of Mesa. Component parts and units shall be manufactured to definite standard dimensions with proper fits, clearances, and uniformity. Welded, bolted, and rivet construction utilized shall be in accordance with the highest standards of industry. General appearance of the unit shall not show any evidence of poor workmanship.
 - C. Reasons for rejection include, but are not limited to:
 - (1) Rough, sharp, or unfinished edges, burrs, seams, corners, and joints.
 - (2) Non-uniform panels. Edges not radiused, beveled, etc.
 - (3) Paint runs, sags, orange peel, "fish eyes," etc., and any other imperfection or lack of complete coverage of paint or coatings.
 - (4) Body panels or components that are uneven, unsealed, or contain cracks, dents, or voids.

SPECIAL TERMS AND CONDITIONS

- (5) Misalignment of body fasteners, glass, viewing panels, light housings, other items with large or uneven gaps, spacing, etc., such as doors, body panels and hinged panels.
- (6) Improperly fabricated and routed wiring or harnesses and electrical connections.
- (7) Improperly supported or secured hoses, wiring harnesses, mechanical controls, etc., including interference with other components.
- (8) Interference of chassis components, body parts, doors, etc.
- (9) Leaks of any gas, vacuum, or fluid lines (air conditioning, coolant, oil, oxygen, etc.)
- (10) Noise, panel vibration, etc.
- (11) Inappropriate or incorrect use of hardware, fasteners, components, or methods of construction.
- (12) Incomplete or improper welding, riveting, or bolting.
- (13) Lack of uniformity and symmetry where applicable.
- (14) Loose, vibrating abrading body parts, components, subassemblies, hoses, wiring harnesses, or trim.
- (15) Improper body design or interface with the chassis that could cause injury during normal use or maintenance and fail to provide access to perform routine or mandatory repairs or maintenance on the vehicle's electrical and mechanical systems, in addition, the improper combination of options that (by their combination and installation) are inherently incompatible with regard to function or safety.
- (16) Sagging, non-form-fitting upholstery or padding, holes, tears, discoloration, etc.
- (17) Incomplete or incorrect application of rust proofing.
- (18) Visual deformities and equipment malfunction.
- (19) Unsealed appurtenances or other body components, gaskets, etc.
- (20) In addition, any deviation from Specification requirements or any other item (whether or not stipulated herein) that affects form, fit, function, finish, durability, reliability, safety, performance, or appearance shall be cause for rejection.

The City of Mesa shall have the right to define all terms such as "non-compliance", "fault," "defect," or "reject."

25. **EXPECTED PRACTICES AND STANDARDS.** The City of Mesa expects the successful Bidder to make all aftermarket assemblies at a minimum in accordance with the most current FMVSS, safety and OSHA codes. However, the City of Mesa (in most cases) requires assembly procedures that exceed those standards.

Listed below are items that the City of Mesa expects the successful Bidder to do as part of their assembly of subcomponents on all units they are preparing for this bid.

If you have questions as to how the City of Mesa expects any of the listed items to be accomplished, contact Pete Scarafiotti, Automotive Engineer (pete.scarafiotti@mesaaz.gov) for clarification **no less than forty-eight (48) hours before bid due date and time.**

The items not assembled accordingly to the specifications set herein will be sent back to the Bidder for rework to City standards at the expense of the Contractor, including transportation.

26. **STANDARDS, CODES, RULES, AND REGULATIONS.** The equipment shall be manufactured as per good engineering practice. It shall conform to the best known current manufacturing practices relative to design, materials, strength, quality, durability, safety, and workmanship and shall be in accordance with the latest codes, standards, and practices of the industry and the following professional organizations:

American National Standards Institute (ANSI)
American Society of Mechanical Engineers (ASME)
American Society for Testing and Materials (ASTM)
American Welding Society (AWS)

SPECIAL TERMS AND CONDITIONS

Federal Motor Vehicle Safety Standards (FMVSS)
Industrial Fastener Institute (IFI)
International Standards Organization (ISO)
Joint Industrial Council (JIC)
National Truck Equipment Association (NTEA)
Society of Automotive Engineers (SAE)
Underwriters Laboratory (UL)

DETAILED SPECIFICATIONS

1. **PROJECT MISSION.** The City of Mesa is dedicated to providing superior services to its customers in order to improve the quality of life for Mesa residents, businesses and visitors. The City is looking for vendors who share that dedication and will help the City meet that goal.
2. **DELIVERY.** Delivery shall be made to the location(s) contained herein no longer than one hundred eighty (180) days after receipt of an order.

Ship to: City of Mesa Fleet Services Department
310 W. 6th Street
Mesa, AZ 85201

3. **ADDITIONAL PURCHASES.** The City reserves the right to purchase additional Pneumatic Tire Lift Trucks at the bid price for twelve (12) months after the bid opening date.

Orders placed after initial bid pricing expiration date shall be priced not to exceed initial bid price or the bid price plus cumulative change from the bid opening date in the **Producer Price Index for 336120** Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bis.gov/ppi/home.htm>).

4. **INSURANCE REQUIREMENTS.**

Contractor shall maintain coverage for all general, contractual and products liability risks normally associated with the goods and materials and/or services covered by this contract.

The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$3 million per occurrence/\$5 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement..

The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence Automobile Liability insurance.

The Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statute.

Prior to the execution of the Contract, the Contractor shall provide the City with a Certificate of Insurance (using appropriate ACORD certificate) SIGNED by the Issuer, applicable endorsements, and the City reserves the right to request additional copies of any or all of the above policies, endorsements, or notices relating thereto.

When the City requires a Certificate of Insurance to be furnished, the Contractor's insurance shall be primary of all other sources available. When the City is a certificate holder, the Contractor agrees that no policy shall expire, be canceled or materially changed to affect the coverage available without advance written notice to the City.

“Waiver of Subrogation. The policies required by this agreement (or contract) shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, elected officials, officers, employees, and volunteers for any claims arising out of the work of Contractor.”

All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Manager.

5. **PRICE.**

All pricing shall be firm initial term of one (1) year except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid.

The Contractor certifies that the prices offered are no higher than the lowest price the Contractor

DETAILED SPECIFICATIONS

charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.

RESPONSE ELEMENTS

1. **BID SUBMISSION** - Submit **one (1) signed original** along with **two (2) copies** of the bid in a sealed container and **one (1) electronic format** on a CD or thumb drive.

DO NOT use spiral binding or comb binding for your offers – 3-ring binders are preferred for large bids.

2. **BIDDER RESPONSE CHECKLIST.** This checklist is provided for your convenience. It is not necessary to return a copy of this solicitation's Instructions, Terms and Conditions, or Detailed Specifications with your bid response. Only submit the requested forms and any other requested or descriptive literature. Do not use comb or spiral binds for your bids. 3-ring binders are preferred for large responses.

Response has been sent in time to be received prior to 3:00 PM local time on the due date.

- ☐ Bid security enclosed, if required
- ☐ Original and proper number of copies submitted (above)
- ☐ Electronic copy (CD or Thumb Drive) submitted (above)
- ☐ Bid container properly labeled
- ☐ Detailed Specifications/Specification Questionnaire form completed and included, if required
- ☐ Pricing and Compensation, math double-checked, form completed and included
- ☐ W-9 Request for Taxpayer Identification Number and Certification form completed and included (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)
- ☐ Checked for any addenda issued and acknowledged on Pricing & Compensation form
- ☐ Exceptions, Confidential & Additional Items form completed and included
- ☐ Vendor Information form completed and included
- ☐ Offer And Acceptance form completed and included
- ☐ Warranty Information included

TECHNICAL SPECIFICATIONS

SPECIFICATION 16-04

ONE 2015 OR NEWER

PNEUMATIC TIRE LIFT TRUCK WITH ROTATOR ATTACHMENT 18,000 lb. Capacity

1. This specification is intended to describe and set minimum acceptable standards for a pneumatic tire lift truck (18,000 lb. capacity @ 24" load center)
2. Unit(s) shall be new (unused), *latest* standard production model completely serviced and prepared for customer delivery by a factory-franchised dealer prior to delivery. Unit shall include all warranty identification cards furnished to the trade in general in accordance with standard warranty policy. Unit shall include the line production sheet listing all components. The line production sheet shall match the vehicle's serial number.

Contract shall be effective for 24 consecutive; the City may order additional unit(s) from this contract anytime during the period. City may increase the prices in the amount no more than the twelve-month change in the Producer Price Index (PPI-U), All Items, as published by the U.S. Department of Labor, Bureau of Labor Statistics <http://www.bls.gov/cpi/home.htm>.
3. This equipment will be used in elevations from 1,200 to 2,500 feet and in ambient temperatures from 30+ to 120 degrees F. The equipment must operate normally throughout this range of conditions.
4. The equipment supplied shall conform to all applicable OSHA, FMVSS, EPA, Arizona Department of Environmental Quality, Arizona State Motor Vehicle laws/regulations and to all other industry standards in effect at the time of delivery.
5. The equipment supplied shall be a standard model of a manufacturer with experience in the production of construction grade lift trucks necessary to meet the requirements of the Specifications. All workmanship and materials shall be of good quality and design.
6. When equipment is purchased in quantities greater than one, each unit shall be identical in all aspects of design and manufacture.
7. Each component of the equipment bid shall be adequate for and compatible with all structural and performance demands placed upon it as a part of the complete unit.
8. The dimensions, capabilities, weights, and gauges stated in the written specifications are to be considered **nominal unless otherwise stated as minimum, maximum, or exactly for specific strength, fit, or purpose**. Where brand names are mentioned (with or without model numbers), bidders are to understand that brand names OR equal in performance, quality, and function is intended.
9. All equipment associated with this purchase must be delivered to the City of Mesa no later than 180 days from order date. The Fleet Services Department may authorize an extension of the delivery date.
10. **Liquidated damages in the amount of \$100 for each normal workday (Monday through Friday) shall be levied against each piece of equipment that is delivered after the established delivery date.** Officially recognized state and federal holidays will not be considered normal working days. The City of Mesa will deduct such damages from the dealers invoice before making payment. Dealers will not be held responsible for Force Majeure delays provided that the Fleet Services Department is notified in writing in a timely manner.

Vendor Name _____

Date: _____

TECHNICAL SPECIFICATIONS

11. Clarification of any items in this specification may be obtained from Peter Scarafiotti, Automotive Engineer via email pete.scarafiotti@mesaaz.gov.

Vendor Name_____

Date: _____

TECHNICAL SPECIFICATIONS / SPECIFICATION QUESTIONNAIRE

NOTE: Responses **IN AGREEMENT** or a detailed **EXPLANATION IS REQUIRED** at the end of each numbered section. The use of comments such as "AS PER MANUFACTURES SPECIFICATION" may be grounds for rejection.

1. **LIGHTING**

Shall conform to Arizona State Motor Vehicle Laws, Federal Motor Vehicle Safety Standards (FMVSS - 108)

- A. All general lighting wiring shall conform to Item 2 listed below.
- B. All trailer plugs shall be wired to conform to SAE J560.
- C. All lighting (excluding headlights) shall be of LED design. This shall include all marker lights, license plate lights, turn signal lights, and running lights, etc.
- D. All red or yellow bed position reflectors shall be screw mount design (Grote #40192-3 / #40193-3). Tape or decal reflectors are not acceptable.
- E. Truck or trailer bodies shall be furnished with conspicuous markings in accordance with FMVSS, 49 CFR, Part 571, Section 571.108.
- F. Daytime running lights shall be furnished in accordance with FMVSS 108. Daytime running lights shall conform to TMC RP 138.
- G. Turn signal lamps shall conform to SAE J588. Operating units shall conform to SAE J589 and be mounted on the steering column. Turn signal units shall be installed in accordance with SAE J588 and TMC RP-118A.

BIDDER'S RESPONSE: _____

2. **WIRING**

Except in extremely unusual situations, wiring installed by a vehicle manufacturer subject to the Federal Motor Vehicle Safety Standards (FMVSS) will be accepted by The City of Mesa. When a City of Mesa Specification requires addition or modifications of wiring installed by such a manufacturer and on vehicles or units not covered by FMVSS, the Bidder shall comply with the following City of Mesa – Fleet Engineering Standard: FS-402 – Electrical Standard

The following statements will prevail:

- A. Wire used shall conform (minimally) to SAE J1292. Within SAE J1292, the wire used shall be minimally Type HDT (Heavy-Duty Thermoplastic Insulated) as described in SAE J1128. The City of Mesa will inspect for and insist upon:
 - (1) Wire sizes appropriate to the current required by circuit loading. Wires subject to mechanical stress shall be at minimum 14-gauge wire.
- B. The installation shall provide adequate protection against moisture encroachment into wires at connection points and also provide adequate protection from abrasion or contact damage.
 - (1) Installation of wires in either metal conduit or full tubular loom will meet the above requirements for both moisture and mechanical protection. Conduit or loom ends exposed to the elements must be appropriately sealed against moisture encroachment.
 - (2) If loom is used, plastic loom is required. If the plastic loom is used in a high heat area, a high heat plastic loom must be used. Asphaltic loom is NOT ACCEPTABLE.
 - (3) Installation of wires in split loom will be approved as mechanical protection only and shall be used only if the wires are continuous runs without internal connections.
 - (4) Conduit or looms shall be secured to a supportive structure at 18-inch intervals (minimum) by rubber-covered metal clamps attached by bolts or machine screws. Welding of clamps to supportive structure is NOT ACCEPTABLE.

Vendor Name _____

Date: _____

TECHNICAL SPECIFICATIONS / SPECIFICATION QUESTIONNAIRE

- (a) The use of plastic tie straps that are impervious to the effects of ultraviolet light are acceptable **only** as a means of binding multiple wires/looms together and does not negate the requirement listed above.
- (5) Installation with unprotected wires is NOT ACCEPTABLE.
- C. Holes through which wiring passes shall be drilled and fully grommited. The use of split or sliced hose as grommets is NOT ACCEPTABLE.
- D. Terminals or connectors shall be sealed to the wire insulation by properly applied sealed (silicone type), heat shrink, or other acceptable methods. Taping is NOT ACCEPTABLE.
- E. Terminal boxes shall be weatherproof, readily accessible, and supplied with internal terminal strips.
- F. Connectors or terminals providing positive retention shall be used. Spade connectors (depending only upon friction) are NOT ACCEPTABLE. The use of wire connectors that could possibly cut the metal strands is NOT ACCEPTABLE. The use of wire nut-type connectors is NOT ACCEPTABLE. Crimping of connectors with tools other than those designed specifically for that purpose is NOT ACCEPTABLE.
- G. Automatic reset circuit breakers shall be installed in a common block. The use of fuses is NOT ACCEPTABLE, except to protect computer and/or printed circuits.
- H. Wires shall be identified as to circuit and function by either color-coding or numeric marking corresponding to the diagram provided.

BIDDER'S RESPONSE:

3. **FASTENING DEVICES**

The Bidder shall comply with the following City of Mesa – Fleet Engineering Standard:

- FS-601 – Fastener Standards
- A. Bolts shall be a minimum of SAE Grade 5 unless engineering data is supplied to substantiate the use of lesser grade bolts. Bolts shall be sized appropriately to their intended functions and supplied with same grade, self-locking nuts and hardened flat washers. Bolts shall be of sufficient length so that when properly tightened, a minimum of two (2) threads shall protrude through the lock nut.
- B. The use of Grade 8.2 bolts is NOT ACCEPTABLE.
- C. All bolts (except metric bolts) shall conform to SAE J429 and be traceable to a manufacturer holding membership in the Industrial Fastener Institute (IFI). Markings indicating both grade and the identity of the manufacturer shall be visible on all bolt heads. Metric bolts shall conform to SAE J1199.
- D. Fastening devices shall be plated or coated for rust prevention.
- E. Fastening devices installed by contractors shall conform to factory-installed devices.
- F. Fastening devices shall be bolts, hardened flat washers, lock nuts, or machine screws. The use of sheet metal screws is NOT ACCEPTABLE.
- G. The use of pop rivets and self-tapping screws as fastening devices may not be acceptable. Use of these items should be PRE-APPROVED by the City of Mesa, Fleet Services Department.

BIDDER'S RESPONSE:

4. **MATERIAL AND FABRICATION**

The Bidder shall comply with the following City of Mesa – Fleet Engineering Standard:

- FS-601 – Fastener Standards
- FS-602 – Vocational Body Fabrication & Mounting
- A. All materials used for fabrication shall be new and unused.
- B. The use of a cutting torch shall be limited to unavoidable situations. Edges cut by a torch shall be ground to a smooth finish prior to priming and painting.

Vendor Name _____

Date: _____

TECHNICAL SPECIFICATIONS / SPECIFICATION QUESTIONNAIRE

- C. The use of any process such as welding or torch cutting, which is detrimental to strength, hardness, or any other engineering requirement is NOT ACCEPTABLE.
- D. All structural welds shall be continuous bead welds. All structural welds shall exceed the yield strength of the base metal. Skip welds may be used only if permitted in specific areas by the Specification. In such cases, a MINIMUM 50% skip weld must be achieved to be acceptable. All welds shall be of first-quality standard with no slag scale, flux, spatter or pinholes prior to the application of any surface coating.
- E. If more than one fabricated item is required; all items shall be identical in installation, design, materials, dimensions, and assembly. The City of Mesa may require the contractor to submit dimensional line drawings for any fabrication.

BIDDER'S RESPONSE: _____

5. **HYDRAULICS (if equipped)**

The Bidder shall comply with the following City of Mesa – Fleet Engineering Standard:

- FS- 700 – Hydraulic System Standards
- A. Hydraulic hoses and lines shall be secured to a supportive structure at effective intervals by rubber-covered metal clamps attached by bolts or machine screws. Welding of clamps to supportive structure is NOT ACCEPTABLE.
 - (1) The use of plastic tie straps that are impervious to the effects of ultraviolet light is **only** acceptable as a means of binding multiple hoses together and does not negate the requirement listed above.
- B. Hoses, pipes, and all other components conducting hydraulic fluid shall be compatible with all common hydraulic fluids.
- C. At minimum Schedule 80 pipe shall be used in all areas requiring piping.
- D. All hydraulic hoses shall conform to SAE J517. At minimum, all pressure hydraulic hoses shall conform to SAE 100R2 with a minimum 4:1 safety factor. Return hoses shall conform to SAE 100R1. All hydraulic hoses shall be rated to exceed the hydraulic system operating pressure.
- E. All hydraulic hoses shall have swaged high-pressure fittings that conform to SAE J516 and rated to exceed the hydraulic system operating pressure. The use of strap-type hose clamps is NOT ACCEPTABLE.
- F. Grommets shall be installed to protect hoses from abrasion. Grommets shall be firmly secured to the supportive structure to prevent loss. The use of split or sliced hose as a grommet is NOT ACCEPTABLE.
- G. Hydraulic equipment shall require only standard petroleum based hydraulic oils of the proper viscosity with standard industry additives for hydraulic system use. Systems requiring special or “exotic” oils are NOT ACCEPTABLE.
- H. If applicable, hydraulic oil shall be vented to the reservoir or to a suction line. Venting to the atmosphere other than at the reservoir is NOT ACCEPTABLE.
- I. Loctite Hydraulic Sealant (Catalog #545) should be used where sealant is required. Silicone sealant is NOT ACCEPTABLE.
- J. The hydraulic system shall incorporate a filtration system conforming to SAE J931 and an inlet filter or strainer must be installed to protect the hydraulic pump in case of contamination in the return circuit. Hydraulic filters shall be a major brand with replacements available from a minimum of three manufacturers. The contractor shall supply cross-reference source information with the parts manuals delivered.

BIDDER'S RESPONSE: _____

Vendor Name _____

Date: _____

TECHNICAL SPECIFICATIONS / SPECIFICATION QUESTIONNAIRE

6. **INSTALLATION**

- A. If multiple installations are required, all shall be identical in installation, design, materials, dimensions, and assembly. The City of Mesa may require the contractor to submit dimensional line drawings for any installation.

BIDDER'S RESPONSE: _____

Vendor Name_____

Date: _____

TECHNICAL SPECIFICATIONS / SPECIFICATION QUESTIONNAIRE

Specification	Meets	Explain Deviation
GENERAL & PERFORMANCE:		
Capacity: Not less than 18,000 lbs.		
Weight Empty: Not to exceed 25,000 lbs.		
Width (w/dual drive tires): Not to exceed 100 in.		
Height, lowered mast: Not to exceed 83.5 in.		
Height, raised mast: Not to exceed 172 in.		
Overhead Guard Height: Not to exceed 97 in.		
Wheelbase: Not to exceed 91 in.		
Outside turn radius: Not to exceed 136 in.		
Speed, loaded: 17 mph minimum		
Speed, empty: 19.3 mph minimum		
Lift, speed: 88.5 fpm minimum		
FUEL CAPACITY:		
Diesel: Not less than 37 gallons		
ENGINE:		
Type: 4-cylinder, EPA Tier 3/Stage IIA emissions compliant, Diesel Powered		
Horsepower: 93 SAE gross HP minimum		
Alternator: 30 amp minimum		
Battery: Heavy-duty, low maintenance 625 CCA		
Air Cleaner: Two-stage "cyclone"		
Fan: Ten (10) blade suction type		
Muffler: Double wall, insulated, Max dba shall be 75, measured at the operator's control station		
Power Steering: Hydrostatic		
TRANSMISSION:		
Automatic / Hydrostatic		
OVERHEAD GUARD:		
Full overhead ROPS style protection equipped with longitudinal bars to provide optimum upward visibility		
Rear View Mirrors: Left & right side		
TIRES:		
Pneumatic Tires (on-off road use)		
Duals on the drive axle		
CHASSIS:		
Full suspension seat		
Floating cab structure that isolates the cab from the frame		
MAST:		
See through "high visibility" mast		
Tilt of mast (forward/back): 6/10 degrees minimum		
Side Shifting: 44 in.		
CARRIAGE ROTATOR ATTACHMENT		
Bidder will be expected to provide a <i>Cascade high capacity D-series rotator</i> to enable the lift truck to handle the movement and dumping of waste containers (photo included in Appendix B).		
Bidder will be responsible for providing the appropriate <i>Cascade</i> model based upon the City's current installation equipment requirement of 6,500 lbs. (load bearing capacity).		

Vendor Name _____

Date: _____

TECHNICAL SPECIFICATIONS / SPECIFICATION QUESTIONNAIRE

Bidder will be responsible for the installation of the appropriate flow control valving and controls included in the <i>Cascade</i> installation kit.		
KPOS PLUS SYSTEM (Risk Reduction System):		
Unit will include a safety system that performs the following:		
If seat is vacant for more than three (3) seconds, KOPS-Plus will lock out all lift, lower, tilt and travel functions		
Operator must return to the seat to unlock the system		
A flashing yellow light shall warn operator when the KPO system is activated.		
ELECTRICAL:		
Lights: LED preferred – shall include three (3) ROPS mounted work lights (2 forward, 1 rearward mount) and combination tail, brake and back-up light.		
Gauges:		
Coolant temperature		
Torque converter temperature		
Oil pressure		
Fuel level indicator		
Alternator indicator light		
Hour meter		
All gauges must be visible from the operator's station.		
WARRANTY:		
Basic: 12 months or 2,000 hours		
Powertrain: 24 months or 4,000 hours		

WARRANTY REPAIR FACILITY. If the bid you are submitting will be to provide warranty repairs at an authorized dealer within a fifty (50)-mile radius of 310 East Sixth Street Mesa, Arizona, initial here to acknowledge: _____

Name and location of the service and warranty dealer:

Dealer Name: _____
 Address: _____
 City: _____
 Phone/Fax: _____

SUB CONTRACTORS. All Sub Contractors involved in the completion of this bid must be listed. Each Sub Contractor shall include two (2) sets of parts/service manuals for items installed. **In order for a vehicle to be accepted, these items must be provided at the time of delivery:**

Company Name: _____
 Address: _____
 Phone/Fax: _____
 Contact Name: _____
 System/Parts Installed: _____

Company Name: _____
 Address: _____
 Phone/Fax: _____
 Contact Name: _____

Vendor Name _____ Date: _____

TECHNICAL SPECIFICATIONS / SPECIFICATION QUESTIONNAIRE

System/Parts Installed: _____

REFERENCES. Provide references of purchasers/users of the equipment bid. The contact person shall be someone who has responsibility for the operation of the equipment. References from the western United States are preferred.

Company Name: _____
Address: _____
Phone/Fax: _____
Contact Name: _____
Title: _____

Company Name: _____
Address: _____
Phone/Fax: _____
Contact Name: _____
Title: _____

PARTS AVAILABILITY. The successful bidder shall maintain and/or have access to a parts inventory that can meet the City of Mesa's delivery requirements. .

Please state the estimated one-way mileage between 310 East 6th Street, Mesa, AZ and the nearest **authorized parts supplier**: _____ miles

The bidder shall provide a listing of a minimum of four (4) authorized parts suppliers. The listing shall include the company name, mailing address, telephone number, FAX number, as well as the name and job title of a contact person.

Company Name: _____
Address: _____
Phone/Fax: _____
Contact Name: _____
Title: _____

Company Name: _____
Address: _____
Phone/Fax: _____
Contact Name: _____
Title: _____

Vendor Name _____

Date: _____

PRICING AND COMPENSATION

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish **Pneumatic Tire Lift Truck with Rotator Attachment – 18,000 lb. capacity** to the City of Mesa at the price(s) stated below.

Description	Quantity	Price
Pneumatic Tire Lift Truck with Rotator Attachment, 18,000 lb. capacity, per specifications	1 each	\$

Approved Make/Model: Komatsu DX-50 (FD80T-10)

State the Manufacturer and Model of Lift Truck Bid: _____

State the Model Year of the Lift Truck Bid: _____

The City will add any applicable sales tax or use tax. Sales/Use taxes should not be included in the bid prices. Vendors who will be charging a Mesa Transaction Privilege Tax (TPT) will have a 1.75% removed from the taxable item(s) for the purpose of award evaluation (i.25).

FOB: Destination, Freight Prepaid and Allowed

Freight Costs: Unit prices should include all Shipping and Transportation Costs

No fuel surcharges will be accepted.

Delivery, as stated in Detailed Specifications, can be met. _____ Yes _____ No

If no, specify number of days for delivery _____

Payment terms (not less than net 30 days): _____

Prompt Payment Discount of _____% if invoices are paid within _____ days of receipt.

Does Bidder agree to honor the prices, terms and conditions to other agencies as specified in section S.38?

_____ Yes _____ No (A "no" answer will not disqualify your bid.)

Will you allow payment of invoices using a Procurement Card? _____ Yes _____ No

Discount for Procurement Card Purchases? _____%

Bidder complies with S.9 "Compliance With Applicable Law"? _____ Yes _____ No

ADDENDA

Bidders are responsible for verifying receipt of any addenda issued by checking the City's website at www.mesaaz.gov/purchasing prior to the bid opening (see i.2). Failure to acknowledge any addenda issued may result in a response being deemed non-responsive.

Acknowledgement of Receipt of Addenda (initial for each addenda received, if applicable):

Addenda #1 _____

Addenda #2 _____

Vendor Name _____

Date: _____

EXCEPTIONS, CONFIDENTIAL & ADDITIONAL MATERIALS

Bidders shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document. Exceptions that surface elsewhere and that do not also appear under this section shall be considered invalid and void and of no contractual significance.

Other Forms or Documents: If the City is required by the awarded Respondent to complete and execute any other forms or documents in relation to this Solicitation, the terms, conditions, and requirements in this Solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the Respondents forms or documents.

Exceptions (mark one):

****Special Note – Any material exceptions taken to the City’s Specifications and/or Standard Terms and Conditions will render a Bid Non-responsive.**

- _____ No exceptions
- _____ Exceptions taken (describe--attach additional pages if needed)

Confidential/Proprietary Submittals (mark one):

- _____ No confidential/proprietary materials have been included with this bid
- _____ Confidential/Proprietary materials included. Bidders should identify below any portion of their bid deemed confidential or proprietary (see S.12). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the City prior to any public disclosure. Requests to deem the entire bid as confidential will not be considered.

Additional Materials submitted (mark one):

- _____ No additional materials have been included with this bid
- _____ Additional Materials attached (describe--attach additional pages if needed)

Vendor Name _____

Date: _____

VENDOR INFORMATION

Company Legal/Corporate Name: _____

Doing Business As (if different than above): _____

Address: _____

City: _____ State: _____ Zip: _____ - _____

Phone: _____ Fax: _____

E-Mail Address: _____ Website: _____

DUNS # _____ State of Incorporation: _____

Remit to Address (if different than above): Order from Address (if different from above):

Address: _____ Address: _____

City: _____ State: _____ Zip: _____ City: _____ State: _____ Zip: _____

Contact for Questions about this bid:

Name: _____ Fax: _____

Phone: _____ E-Mail Address: _____

Day-to-Day Project Contact (if awarded):

Name: _____ Fax: _____

Phone: _____ E-Mail Address: _____

Sales/Use Tax Information (check one):

_____ Bidder is located outside Arizona and does NOT collect Arizona State Sales/Use Tax (The City will pay use tax directly to the AZ Dept of Revenue)

_____ Bidder is located outside Arizona is authorized to collect Arizona Sales/Use Taxes (The Bidder should invoice the applicable sales tax and remit to the appropriate taxing authorities)

State Sales Tax Number: _____

City Sales Tax Number: _____ City of: _____, AZ

Sales Tax Rate: _____

_____ Bidder is located in Arizona (The Bidder should invoice the applicable sales tax and remit to the appropriate taxing authorities)

State Sales Tax Number: _____

City Sales Tax Number: _____ City of: _____, AZ

Sales Tax Rate: _____

_____ Certified Small Business Certifying Agency: _____

_____ Certified Minority, Woman or Disadvantaged Business Enterprise Certifying Agency: _____

VENDOR INFORMATION

SKIP THIS AFFIDAVIT IF:

_____ Bidder is a(n) **LLC, Corporation or Partnership** as indicated on your W-9

COMPLETE AFFIDAVIT IF:

_____ Bidder is a(n) **Individual or Sole Proprietor** as indicated on your W-9

AFFIDAVIT

ARS §1-502 requires that any Person who applies to the City for a Local Public Benefit (defined as a Grant, Contract or Loan) must demonstrate through the presentation of one (1) of the following documents that he/she is lawfully present in the United States (See section i.10 of the Instructions).

Please place a check mark next to the applicable document and present the document to the City employee. If mailing the document, attach a copy of the document to this Affidavit. (If the document says on its face that it may not be copied or you know for reasons of confidentiality that it cannot be copied, you will need to present the document in person to the City for review and signing of the affidavit.)

- _____ 1. **Arizona driver license issued after 1996.**
Print first 4 numbers/letters from license: _____
- _____ 2. **Arizona non-operating identification license.**
Print first 4 numbers/letters: _____
- _____ 3. **Birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.**
Year of birth: _____; Place of birth: _____
- _____ 4. **United States Certificate of Birth abroad.**
Year of birth: _____; Place of birth: _____
- _____ 5. **United States passport.**
Print first 4 numbers/letters on Passport: _____
- _____ 6. **Foreign passport with a United States Visa.**
Print first 4 numbers/letters on Passport: _____
Print first 4 numbers/letters on Visa: _____
- _____ 7. **I-94 form with a photograph.**
Print first 4 numbers on I-94: _____
- _____ 8. **United States Citizenship & Immigration Services Employment Authorization Document (EAD).**
Print first 4 numbers/letters on EAD: _____
- _____ 9. **Refugee travel document.**
Date of Issuance: _____; Refugee Country: _____
- _____ 10. **United States Certificate of Naturalization.**
Print first 4 digits of CIS Reg. No.: _____
- _____ 11. **United States Certificate of Citizenship.**
Date of Issuance: _____; Place of Issuance: _____
- _____ 12. **Tribal Certificate of Indian Blood.**
Date of Issuance: _____; Name of Tribe: _____
- _____ 13. **Tribal or Bureau of Indian Affairs Affidavit of Birth.**
Year of Birth: _____; Place of Birth: _____

In accordance with the requirements of Arizona Law, I do swear or affirm under penalty of perjury that I am lawfully present in the United States and that the document I presented to establish this presence is true.

Signature

Business/Company Name

Print Name

Verification of Attachment by City Staff Member:

Date

Signature

Date

OFFER AND ACCEPTANCE

By signing and submitting this Bid, the Vendor certifies that:

- a) It is under no legal prohibition on contracting with the City of Mesa.
- b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- c) It has no known, undisclosed conflicts of interest.
- d) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices.
- e) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
- f) It grants the City of Mesa permission to copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for Mesa's internal use in evaluating respondent's offer, or in response to a public records request under Arizona's public records law (A.R.S. §39-121 et. seq.) or other applicable law, subpoena, or other judicial process; provided that Mesa agrees not to change or delete any copyright or proprietary notices.
- g) Under the provisions of A.R.S. §41-4401, respondent hereby warrants to the City that the respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").
- h) Under the provisions of A.R.S. §35-392, respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and barred by the State of Arizona from selling to the City.
- i) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
- j) It is current in all obligations due to the City.
- k) It will accept such terms and conditions in a resulting contract if awarded by the City.
- l) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein.

ACCEPTED AND AGREED TO:

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ACCEPTANCE OF OFFER:

The offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract, including all terms and conditions, specifications, addenda, etc. This contract shall henceforth be referred to as Contract Number **2016051**.

Term (if different than stated in the Milestones) _____ through _____

Awarded this ____ day of _____, 2015.

Edward Quedens, CPPO, C.P.M.
As Business Services Director

APPENDIX A

General List of Documents Incorporated by Reference in City of Mesa Vehicle and Equipment Specifications

City of Mesa – Fleet Engineering Standards Manual: available through the City of Mesa – Fleet Services Department, PO Box 1466, Mesa, AZ 85211-1466 Ph. (480) 644-5909

Federal Motor Vehicle Safety Standards (FMVSS): standards found in Code of Federal Regulations (CFR), Title 49, available through the Government Printing Office (GPO), Superintendent of Documents, Washington, D.C.

Society of Automotive Engineers (SAE): standards are available through the Society of Automotive Engineers, Inc. 400 Commonwealth Drive, Warrendale, PA

Arizona Traffic Law Manual: is available through LEXIS Law Publishing, P.O. Box 7587, Charlottesville, VA.

Environmental Protection Agency (EPA): publications are available through the National Service Center for Environmental Publications, P.O. Box 42419, Cincinnati, OH.

Occupational Safety and Health Administration (OSHA): standards are available through the Technical Data Center, U.S. Department of Labor, Washington, D.C., and through regional Offices of the Occupational Safety and Health Administration.

National Truck Equipment Association (NTEA): standards are available through NTEA, 37400 Hills Tech Drive, Farmington Hills, MI 48331-3414 Ph. (248) 489-7090

APPENDIX B



APPENDIX B



MAILING LABEL

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR BID CONTAINER

----- For US Mail -----

SEALED BID

Submitted by:

Company Name:

Address:

City, State, Zip:

IFB # **2016051** Pneumatic Tire Lift Truck w/Rotator

Attachment

Due Date: **September 21, 2015, at 3:00 p.m.**

City of Mesa
Attn: **Purchasing**
20 E. Main St., Suite 400
Mesa, AZ 85201

----- For US Mail -----

----- For Hand Deliveries, FEDEX, UPS or Other Courier Services -----

SEALED BID

Submitted by:

Company Name:

Address:

City, State, Zip:

IFB # **2016051** Pneumatic Tire Lift Truck w/Rotator

Attachment

Due Date: **September 21, 2015, at 3:00 p.m.**

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